

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5768898

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JANSY PACKAGING, LLC	10/09/2019
RECEIVING PARTY DATA		
Name:	TWIN BROOK CAPITAL PARTNERS, LLC	
Street Address:	111 S. WACKER DRIVE, 6TH FLOOR	
City:	CHICAGO	
State/Country:	ILLINOIS	
Postal Code:	60606	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	D708939
CORRESPONDENCE DATA		
Fax Number:	(617)523-6850	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	617-523-2700	
Email:	susan.dinicola@hklaw.com, anastasia.sotiropoulos@hklaw.com	
Correspondent Name:	HOLLAND & KNIGHT LLP	
Address Line 1:	10 ST. JAMES AVENUE	
Address Line 4:	BOSTON, MASSACHUSETTS 02116	
ATTORNEY DOCKET NUMBER:	160405.00020	
NAME OF SUBMITTER:	SUSAN C. DINICOLA	
SIGNATURE:	/Susan C. DiNicola/	
DATE SIGNED:	10/14/2019	
Total Attachments: 5		
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PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of October 9, 2019 (the "Agreement"), by Jansy Packaging, LLC, a Delaware limited liability company (herein referred to as "Grantor"), in favor of Twin Brook Capital Partners, LLC, in its capacity as agent for Lenders (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, Grantor owns the Patents listed on Schedule 1;

WHEREAS, reference is made to that certain Credit Agreement, dated as of September 30, 2019 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement"), among Grantor, the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Twin Brook Capital Partners, LLC, as agent for the Lenders (the "Agent"); and

WHEREAS, pursuant to the terms of the Guarantee and Collateral Agreement, dated as of September 30, 2019 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement"), among Grantor, Jansy Holdings Inc. ("Holdings"), the other grantors party thereto and Twin Brook Capital Partners, LLC, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Patent Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Patent Collateral"), whether presently existing or hereafter arising or acquired:

(i) each Patent (as defined in the Collateral Agreement) and Patent Licenses owned by Grantor referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Patent; and

(ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for (a) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Patent or Patent License owned by Grantor, including, without limitation, any Patent or Patent License referred to in Schedule 1 hereto, or (b) injury to the goodwill associated with any of the foregoing.

Notwithstanding anything herein to the contrary, the Patent Collateral shall not include the Excluded Property (as defined in the Collateral Agreement).

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Patent Collateral any and all appropriate action which Grantor might take with respect to the Patent Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Patent Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Collateral Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, grant any rights with respect to or mortgage or otherwise encumber any of the foregoing Patent Collateral.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

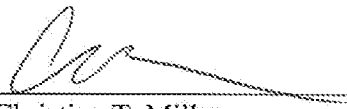
This Patent Security Agreement shall be governed by the laws of the State of New York.

This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first set forth above.

JANSY PACKAGING, LLC, a Delaware limited liability company

By: 
Name: Christian T. Miller
Title: Secretary

[Signature Page to Patent Security Agreement]

ACKNOWLEDGED:
as of the date first written above.

TWIN BROOK CAPITAL PARTNERS,
LLC, as Agent

By: 
Name: Drew Guyette
Title: Chief Credit Officer

[Signature Page to Patent Security Agreement]

PATENT
REEL: 050724 FRAME: 0271

SCHEDULE 1
to
Patent Security Agreement

PATENTS

PATENT	PATENT NUMBER	FILE DATE
CONTAINER	D708,939	11/23/2011